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AGREEMENT

5-11-73
NOT FOR CIRCULATION

Between

LIVINGSTON BOARD OF EDUCATION

and

PRINCIPALS ASSOCIATION OF LIVINGSTON

For the Period
From July 1, 1973 through June 30, 1974

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PREAMBLE

This AGREEMENT is made and entered into this 25th day of June, Nineteen Hundred and Seventy-Three (1973) BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board"; AND PRINCIPALS' ASSOCIATION OF LIVINGSTON, hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees consisting of the following regularly employed certificated personnel whether under contract or on leave employed by the Board: Principals, full-time Vice Principals, Administrative Assistants, Coordinator of Elementary Instruction, Coordinator of Secondary Instruction, Dean of Students, Coordinator of Student Activities. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.)

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I
NEGOTIATION OF SUCCESSOR AGREEMENT

A.

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the week of October 15, 1973. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

B.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**LIVINGSTON BOARD OF EDUCATION
SALARY SCHEDULE - P.A.L.S.**

1973 - 1974

June 11, 1973

<u>HIGH SCHOOL</u>			<u>JR. HIGH SCHOOL</u>		<u>ELEMENTARY SCHOOL</u>	
	<u>M+16</u>	<u>M+32</u>	<u>M+16</u>	<u>M+32</u>	<u>M+16</u>	<u>M+32</u>
1	19,975	20,975	18,300	19,300	15,310	16,310
2	21,225	22,225	19,500	20,500	16,500	17,500
3	22,475	23,475	20,700	21,700	17,690	18,690
4	23,725	24,725	21,900	22,900	18,880	19,880
5	24,975	25,975	23,100	24,100	20,070	21,070
6	26,225	27,225	24,300	25,300	21,260	22,260
7	27,500	28,500	25,500	26,500	22,450	23,450

HIGH SCHOOL VICE-PRINCIPAL
12 MONTHS

	<u>M</u>	<u>M+16</u>	<u>M+32</u>
1	15,150	15,950	16,750
2	15,950	16,750	17,550
3	16,750	17,550	18,350
4	17,550	18,350	19,150
5	18,350	19,150	19,950
6	19,150	19,950	20,750
7	19,950	20,750	21,550
8	20,750	21,550	22,350
9	21,550	22,350	23,150
10	22,350	23,150	23,950

JR. HIGH ADM. ASSISTANTS
H.S. DEAN OF STUDENTS
H.S. COORD. STUDENT ACTIVITIES
10 MONTHS

	<u>M</u>	<u>M+16</u>	<u>M+32</u>
1	11,000	11,925	12,850
2	11,700	12,625	13,550
3	12,400	13,325	14,250
4	13,100	14,075	14,950
5	13,900	14,825	15,750
6	14,700	15,625	16,550
7	15,500	16,425	17,350
8	16,300	17,225	18,150
9	17,100	18,025	18,950
10	17,900	18,925	19,750

HIGH SCHOOL VICE-PRINCIPAL
COORDINATORS (10 MONTHS)

	<u>M</u>	<u>M+16</u>	<u>M+32</u>
1	13,700	14,500	15,300
2	14,400	15,200	16,000
3	15,100	15,900	16,700
4	15,800	16,600	17,400
5	16,500	17,300	18,100
6	17,200	18,000	18,800
7	17,900	18,700	19,500
8	18,600	19,400	20,200
9	19,300	20,100	20,900
10	20,000	20,800	21,600

JR. HIGH VICE-PRINCIPALS
ELEMENTARY VICE-PRINCIPALS

10 MONTHS

	<u>M</u>	<u>M+16</u>	<u>M+32</u>
1	12,900	13,700	14,500
2	13,600	14,400	15,200
3	14,300	15,100	15,900
4	15,000	15,800	16,600
5	15,700	16,500	17,300
6	16,400	17,200	18,000
7	17,100	17,900	18,700
8	17,800	18,600	19,400
9	18,500	19,300	20,100
10	19,200	20,000	20,800

ADDENDUM:

1. Additional for Earned Doctorate \$800.
2. Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board

ARTICLE III
HEALTH INSURANCE

A. ELIGIBILITY

1. All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
2. Where both husband the wife are employed by the Board, one shall be entitled to the specified benefit.
3. Employees contracted for ten or more months each year shall be eligible for twelve months benefit coverage under this policy. Employees contracted for less than a ten month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.

B. BENEFITS

1. The Board agrees to pay for the year, July 1, 1973 to June 30, 1974, the cost of health coverage for all employees covered by this contract; these Board-paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, "Rider J" type coverage, and major medical coverage to \$100,000. Nothing else is to be included.
2. The Board agrees to pay for the same period the cost of dental insurance for all employees covered by this contract. These benefits shall include payment of the premium for the employee only. The benefits shall include the coverage listed in the present New Jersey Dental Service Plan's basic contract, Option B, plus riders 1, 2, and 3. Nothing else is to be included.
3. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

ARTICLE IV

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

A. PERSONAL ILLNESS

1. One day of absence per month of employment contract shall be allowed for personal illness each school year without pay deduction.
2. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
3. Absences beyond leave provided for in "a" and "b" will be extended by an additional number of days, equal to the number of days as were accumulated up to the end of the previous fiscal year.
4. Payment for absence beyond accumulated days may be taken into consideration by the Board. Regularity of attendance and length of service shall be considered.
5. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
6. In Workmen's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

B. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

C. EMERGENCY ABSENCES

Emergency absence may be approved without pay deductions as follows:

1. By applicant submitting a request on the special form provided by the administrator to whom he is responsible, prior to the occurrence of the absence if possible. This request should state the nature of the emergency that requires the employee's absence from duty.
2. Four days may be allowed for emergency during the school year with one unused day accumulated per year for a total of not more than seven in any one school year.

Absences under this category include:

- a. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
- b. Religious observance, requiring a full-day absence.
- c. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
- d. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day, the option lies with the employee and should be so stated in advance. However, emergency days may not be used as sick days nor to supplement sick leave when all other benefits run out.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

- e. Care of an ill member of the immediate family only when no one else is available.
- f. College visitations, whether for transportation, parents' days, or other purposes, will be judged individually with emphasis, as a deciding factor, on the urgency of the trip. In allowable instances, if both parents are members of the staff, only one would ordinarily be permitted to go.
- g. Death in the immediate family (immediate family means, husband, wife, father, mother, parent-in-law, child, brother, sister and immediate members of the household).
- h. Death of other relative
- i. If such deaths referred to in "g" or "h" lead to exhausting of the employee's emergency days for the year, the Superintendent may accord appropriate relief.
- j. Court appearance, provided proof is filed with the Board of Education.
- k. Legal business that cannot be done at a time other than during the school day.
- l. Graduation of employee, spouse or child.
- m. Instances not specifically provided for above, at the discretion of the Superintendent.

MATERNITY AND CHILD CARE LEAVE

A. DEFINITION OF LEAVES

1. Maternity Leave - leave for the purpose of giving birth to a child and the subsequent recovery of the mother.
2. Child Care Leave - leave for the purpose of care for a natural or adopted child.

B. APPLICATION FOR LEAVES

1. Maternity Leave

Application shall be made in writing to the Assistant Superintendent for Personnel. Such application shall contain the desired dates for beginning and terminating the leave in accordance with section D below.

2. Child Care Leave

Application shall be made in writing to the Assistant Superintendent for Personnel. Such application shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave. Application for child care leave shall be considered by the administration and the Board of Education on an individual basis.

C. CONDITIONS OF LEAVES

1. Maternity Leave

A. Notification - an employee of the Board of Education shall notify the administrator to whom she is responsible as soon as she is aware that she is pregnant, presenting medical certification of her condition and estimated date of birth.

B. Payment - Maternity leaves shall be granted without pay or increment.

MATERNITY AND CHILD CARE LEAVE

C. Medical Certification - An employee who continues to work beyond her seventh month of pregnancy must present a certificate of physical fitness from her physician, including the estimated date of birth for the child and the date to which this employee is capable of safely performing her duties.

2. Child Care Leave

A. Notification - An employee of the Board of Education shall notify the Assistant Superintendent for Personnel as soon as the employee is aware of the need for the request.

B. Payment - If child care leave is granted, it will be without pay or increment.

3. Non-tenure Employee

Leaves for non-tenure employees under this article need only be granted to the end of the contract year.

D. DURATION OF LEAVES

After the employee presents application for either/or both leaves under this article, mutual agreement shall then be reached with the Assistant Superintendent for Personnel, in writing, on the date of beginning the leave and the date of the employee's return.

The dates beginning the leave may be determined mutually with the administration according to the mother's needs, in the case of maternity leaves. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care leave may be granted upon receiving de facto custody of the child or earlier if necessary in order to fulfill the requirements for adoption.

MATERNITY AND CHILD CARE LEAVE

Dates of return from all leaves shall normally be on February 1st or September 1st, following the beginning of the leave, with extensions to the next succeeding date (from February 1 to the following September 1, or from September 1 to the following February 1) on recommendation of the Superintendent and with formal approval by the Board of Education.

E. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

ARTICLE V
TUITION REIMBURSEMENT

The Board of Education will budget \$1,200 for the payment of tuition for college and equivalent courses. Such payment will be made upon presentation of proof of successful completion of courses which have been approved in advance by the Superintendent. Distribution of the \$1,200 tuition fund shall be for approved courses on a first-come first-served basis and with exceptions at the discretion of the Superintendent. Maximum payment for an approved course will be \$150 limited to one course per person; however, if the amount of funds available permits, employees may take an additional approved course for reimbursement on a first-come first-served basis until the funds are exhausted. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule. This tuition payment program begins July 1, 1973 and shall apply to courses completed prior to July 1, 1974.

ARTICLE VI

SABBATICAL LEAVE

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to benefit the general efficiency of the school system.

ELIGIBILITY

Any administrator or supervisor, represented by the Association, who complies with stipulations hereinafter described, may be granted a sabbatical leave of absence upon the recommendation of the Superintendent and with the approval of the Board of Education.

Sabbatical leave shall be understood to include one or more of the following activities: (1) study in an accredited institution of learning; (2) independent research and/or observation of problems connected with the schools or with the professional's area of responsibility; and (3) any other program approved by the Superintendent of Schools and the Board of Education. The Board will consider approving a reasonable request for travel if it is educationally oriented and the complete itinerary is presented to be approved by the Superintendent and the Board.

An employee shall become eligible to apply for a sabbatical leave after completion of seven (7) or more years of continuous satisfactory service. This sabbatical leave will be for one (1) year at one-half (1/2) pay.

NUMBER OF LEAVES AUTHORIZED

Only one (1) member of the unit may be granted a sabbatical leave each second year or after any year in which there was no leave granted.

APPLICATION FOR LEAVE

Application for sabbatical leave shall be made to the Superintendent on or before January 1 of any year. If approved, such leave shall begin officially at the beginning of the school year immediately following in accordance with the official school calendar.

Applications shall also include a formal sabbatical leave request and shall also include a program or itinerary to be followed by the professional during the period of the leave.

As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston school system for a period of at least two (2) years after the expiration of the sabbatical leave.

SALARY

The salary granted to an employee on sabbatical leave shall be one-half (1/2) of the full year salary to which he would be entitled if not on leave less the regular deductions required by law, the Teachers' Pension Fund, and other deductions authorized by the employee.

In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his position for the year. Such supplementary income as compensation, reimbursement, grants, or dependents' allowance shall be added to the funds granted by the Board, and the amount above the salary which the employee would have earned under his regular school contract shall be offset against the amount to be paid by the Livingston Board of Education. Money earned at work which is not part of the sabbatical plan is exempt from inclusion in the reckoning of an offset.

SALARY (continued)

Sabbatical salaries shall be paid in accordance with the general time schedule for the payment of salaries in the Livingston school system.

OUTSIDE EMPLOYMENT

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

STATUS OF TENURE AND PENSION

The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary schedule.

REINSTATEMENT

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Livingston school system.

FINAL REPORT

The employee will submit a final written report to the Superintendent which will be reprinted in the Superintendent's Monthly Report. The report will relate the ideas gained, and subsequent benefits expected therefrom, and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

ARTICLE III
GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if satisfactory resolution is achieved at lower levels.

B. DEFINITION OF TERMS

1. **Grievance:** A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.
2. **Employee:** Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school or the Livingston Student Development Program.
3. **Exclusions:** However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by Law or State Board Rule; or wherein (2) The Board of Education is without authority to act.

GRIEVANCE PROCEDURE

C. GENERAL PRINCIPLES

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal day-time hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved shall have the right to be represented at all stages of the procedure, by himself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given three (3) days in advance.
4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

GRIEVANCE PROCEDURE

5. This procedure generally provides for three stages of action, and in the case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.
6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.
7. Determinations at the Stage II level may be made by an Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such an Assistant.

GRIEVANCE PROCEDURE

8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. STAGE I

An employee having a grievance shall present it in the first instance to his immediate superior within thirty (30) school days after the occurrence of or his awareness of the event or events giving rise to the same. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

E. STAGE II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

GRIEVANCE PROCEDURE

E. STAGE II (continued)

The petition to be filed shall contain at least the following:

- A. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
- B. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
- C. The aggrieved's understanding of the Stage I determination.
- D. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
- E. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

- A. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
- B. The dates upon which the Stage I proceeding was commenced and then determined.
- C. The determination made at Stage I and the reasons therefor.

GRIEVANCE PROCEDURE

E. STAGE II (continued)

D. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to determine the matter, and he shall advise the parties of his determination within fifteen (15) working days from the date upon which the petition was first filed with him. His determination shall be in written form.

F. STAGE III

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within ten (10) working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board petition to be filed with the Board Secretary shall contain at least the following:

GRIEVANCE PROCEDURE

F. STAGE III (continued)

- A. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
- B. The date upon which the aggrieved was informed of the Stage II determination.
- C. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
- D. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
- E. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

Promptly after the filing of the Board petition, the Superintendent shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within thirty (30) calendar days from the date of the filing of all papers or, in the case of a scheduled hearing, within thirty (30) calendar days from the conclusion of the hearing.

GRIEVANCE PROCEDURE

F. STAGE III (continued)

The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

ARTICLE VIII

ENTIRE AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year aforesaid.

For the Board:

Bernard W. Pope
Secretary

James M. Gault
President

For the Association:

Alexander P. McGuire,
Secretary

Ralph P. Celebre
President